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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BILLINGS DIVISION

AMERICAN BANKERS INSURANCE  
COMPANY OF FLORIDA,

Plaintiff/Counter-Defendant,

v.

MARY CAMERON,

Defendant/Counterclaimant.

CV 19-138-SPW-TJC

JOINT STATEMENT OF  
STIPULATED FACTS

Counsel for both parties submit the following Joint Statement of Stipulated Facts pursuant to Local Rule 16.2(b)(3).

1. American Bankers Insurance Company of Florida (“American Bankers”) issued Defendant/Counterclaimant Mary Cameron (“Cameron”) a

Renters policy, Policy No. 9053586, effective August 7, 2019 to August 7, 2020, with a personal liability limit of \$100,000 per occurrence as set forth in the Declarations Page (the “Policy”). *See* (Doc. 1-1 at 1); (Doc. 1 at 1, ¶ 3); (Doc. 17 at 2, ¶ 2); (Doc. 24 ¶ 2); (Doc. 24-1).

2. The Policy provides the following Personal Liability coverage under Section II – Coverage E:

## **SECTION II – LIABILITY COVERAGES**

### **COVERAGE E – PERSONAL LIABILITY**

If a claim is made or a suit is brought against an ‘insured’ for damages because of ‘bodily injury’ or ‘property damage’ caused by an ‘occurrence’ to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which the ‘insured’ is legally liable. Damages include prejudgment interest awarded against the ‘insured’; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the ‘occurrence’ equals our limit of liability.

*See* (Doc. 1 at 5-6, ¶ 15); (Doc. 17 at 2, ¶ 6); (Doc. 24-1 at 9-10).

3. The Policy provides the following relevant definitions:

### **DEFINITIONS**

\* \* \*

1. ‘Bodily injury’ means bodily harm, sickness or disease,

including required care, loss of services and death that results.

\* \* \*

6. ‘Occurrence’ means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
  - a. ‘Bodily injury’; or
  - b. ‘Property damage’.

*See* (Doc. 1 at 6, ¶ 16); (Doc. 1 at 8, ¶ 25); (Doc. 17 at 2-3, ¶¶ 6-7); (Doc. 24-1 at 2).

4. The Policy contains the following pertinent exclusions, which apply to Coverage E – Personal Liability:

## SECTION II – EXCLUSIONS

1. **Coverage E – Personal Liability and Coverage F – Medical Payments to Others** do not apply to ‘bodily injury’ or ‘property damage’:
  - a. Which is expected or intended by an ‘insured’; even if the resulting ‘bodily injury’ or ‘property damage’ is of a different kind, degree or quality than initially expected or intended; or is sustained by a different person, entity, real or personal property[.]

*See* (Doc. 1 at 9, ¶ 28); (Doc. 17 at 3, ¶ 7); (Doc. 24 at 10).

5. Suit was filed against Cameron by Rebecca Narmore (“Underlying Plaintiff”) on October 17, 2019 by way of a Complaint and Jury Demand (“Underlying Complaint”) entitled *Rebecca Narmore v. Mary Cameron*, Montana

Twenty-Second Judicial District Court, Carbon County, Cause No. DV-19-98

(“Underlying Action.”). *See* (Doc. 1-2); (Doc. 1 at 2, ¶ 4); (Doc. 17 at 2, ¶ 3).

6. The documents attached to the Affidavit of Leah T. Handelman (Doc. 24) are authentic and admissible.

DATED this 24th day of November, 2020.

/s/ Jared S. Dahle  
Attorneys for Plaintiff/Counter-Defendant